

From: Robert Slover
To: Microsoft ATR
Date: 12/9/01 11:16pm
Subject: Microsoft Settlement

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Greetings,

I am writing to express my dismay with the proposed remedy to be imposed upon Microsoft Corporation as settlement for the corporate crimes committed by the company. I thought the original proposed solution (breaking up the company) was weak, and had hoped that a stronger remedy would be imposed (complete public disclosure of the source code of any product with over 50% market share, and complete public disclosure of all API's, protocols, file system structures and data file formats). Instead, I have been disappointed to find a new remedy proposed which is far weaker still.

Now, with generalities out of the way I'd like to express my opinion regarding specifics of the proposed '\$1B' settlement. Foremost, I will not be fooled by the proposed \$870M in 'software' (as valued by Microsoft). I know that the true cost of software development is realized when you ship the *first* copy, and the incremental cost of the *second* copy is very, very low, approaching a value less than a dollar per copy in incremental cost above several thousand copies. I'd guesstimate the actual cost to Microsoft at someplace near \$8M. My second concern regards the language meant to protect Microsoft's competitors from damage due to unrevealed and poorly documented API's. The language appears to have been written by Microsoft's own lawyers, for it clearly gives Microsoft the privilege of only revealing API's to entities Microsoft recognizes "(c) meets reasonable, objective standards established by Microsoft for certifying the authenticity and viability of its business". This means that if you're non-profit, a hobbyist, shareware author, free software author, or Microsoft says you won't be in business long, you will be ignored. This would also exclude the government from obtaining documentation of the same API's and file formats. This is ludicrous. The language here strengthens Microsoft's monopoly and legally guarantees it a method to continue to extend and abuse that monopoly. Get it straight, people, we are betting our future on the 'information economy', and by doing so we must guarantee that the infrastructure of such an economy (API's and file formats) is publicly disseminated and scrutinized. Further, the 'shelf life' of a document is more quickly limited by the lifetime of the application that produced it than by file storage life. (I have XyWrite documents on disk from 6 years ago...find me a copy of XyWrite anywhere to read it. Given documentation of the format (which I have) I can write something to recover it if necessary.)

Ancillary concerns I have about the targeting of Microsoft's restitution to public schools are the effect this will have on Apple Computer, which still maintains a healthy niche in schools, and the plans Microsoft has once it has extended deeper into this space...in particular, the draconian licensing strategy it is instituting...that requires licensing *each and every year thereafter* or the software simply stops working. I volunteer my time at a local private (but financially poor) school maintaining their PC's in a computer lab that I built from donated software and parts. This will be the same sort of environment these poorer schools will have to maintain. I cannot imagine the hassle involved with the new licensing, where machines must be 'activated' for hardware changes. I've spent many a night without sleep, swapping scrap parts in and out of a machine in an effort to have it working for class the next morning, when something 'died' the day before. This school doesn't have internet access for the activation (not available here 'til late 2002, we're told). It will be an impossible maintenance situation for many of these schools.

A better remedy would be financing a single broadband drop into the public libraries of the poorest communities, and allowing schools in those communities, regardless of financial condition, to 'piggyback' off of the community broadband link via wireless ethernet or local (cheap) copper loop. The schools can get the donated hardware and software (I've got tons of Chapter 1 stuff thrown out by the public schools), without Microsoft's interference, it is really easy to do.

Regardless, I think the proposed settlement is the *worst* I've seen yet.

Some background:

I'm currently employed as a Software Engineer in the Telecom industry. I'm 32 years old, and I've been writing software since I was age 10. I first became aware of Microsoft as something more than the vendor of a fairly poor ROM-based BASIC interpreter about 1985 or so, when DOS was becoming a common term after the introduction of the IBM PC. At the time, there were multiple DOS variants and I cut my DOS teeth on the Zenith DOS implementation before settling on Digital Research DOS as the undeniably 'best' implementation. I found all DOS implementations terribly lacking, particularly if compared to Digital Equipment Corp's VMS or Apple's Macintosh environment. By 1990 I was doing some work that was later incorporated into insurance software for Prudential and other work that became part of commercial game software, both for the DOS environment. I leveraged this work to get access to the latest compilers which would run on Microsoft's 'Windows 3.0', which finally looked like it might actually amount to something. After a few months of dredging through the muck of an API Microsoft presented, I abandoned any thought of ever writing Windows software. Although I had verbally sided with the League for Programming Freedom against the Apple look-and-feel lawsuit, I felt Apple *was* being screwed... that Microsoft had written Word and Excel for the Macintosh only as a way to get a head start on those same applications for their cloned API. It was so obvious, with the torturous Pascal stack ordering even though Microsoft's de-facto language for Windows was C/C++. This put me on the alert to 'watch' this company, and I did.

I watched Microsoft cut deals with OEM's, bundle 'DOS Upgrades' that could be installed just like the full version, re-arrange memory layout in DOS shells to break Lotus 1-2-3, insert special code to break Borland applications, steal code from Stack Data long enough to kill their market, then buy up a competitor (who no longer had a market either) once they were slapped on the wrist for it. I watched them bundle a memory manager to kill QuarterDeck's main utility market (and along with it went DesqView, SideKick, and DesqView/X). I watched it grow in market share so quickly that it killed much better products in the same space (Xerox GEM and GEOS). I watched it acquire small companies with much better technologies simply to bury them (I can't recall the name of the company, but at the moment I am thinking of a company that allowed database queries in natural english, this competed with MS/Access). Outside of the DOS/Windows space, I watched Microsoft's (never fulfilled) promise of an open high-level API influence Digital Equipment Corporation to abandon their own EWS for their joint venture with MIT (X windows, which still doesn't have that high-level API). I watched it go to bed with IBM on OS/2, influencing IBM to abandon their partnership with NeXT computer, then later as soon as they had conveniently lifted what they could from IBM, go off on a (closed) tangent of their own. I worked as a database programmer and a PC tech during this time, and after discovering Linux on the PC, moved into Telecom and Unix development.

After that, I spent exactly 5 years as a programmer and database admin for a local Engineering college (top ranked undergrad engineering college the last 3 years) where we had implemented a program supplying laptops to all students (and incorporating them into classrooms) 8 *years* ago. To begin with, and for (I believe) 4 years, we had a deal with Microsoft in which we paid a site license fee, and supplied their programming, operating system, and office applications on our own custom CD set...as part of the agreement, students owned a valid license to the software when they left or graduated. In the 5th year, they claimed no knowledge of such a prior contract and students lost ownership of their software licenses upon leaving (though that year we did get to bundle it ourselves, since their own installer simply did not work at all with the particular combination of products). In the

6th year, we were forced, with no negotiation, to use the license terms agreed to by Microsoft and IU (the model for their current Educational licenses). I found it interesting, since the DOJ case was going on at the time, that there were Microsoft documents released during the trial recognizing any flexibility in negotiating site licenses, particularly in education, as a vulnerability to price pressure that had to be closed. I have no doubts at all that Microsoft had full knowledge of our original licensing terms.

I'm back in Telecom, and for the first time in my work life I am forced to run a Microsoft OS on my workstation for the sole purpose of editing MS Word documents stored in our engineering document repository. If the file format were open, I would not need to do this. I've not owned any Microsoft software of my own since 1990, and am using it at home now only by virtue (or vice) of a department laptop borrowed for work over the weekend because the Microsoft VPN software used on our internet gateway speaks a proprietary variant of the protocol and is unable to deal with NAT used on my home network, which consists of various Unix machines, 2 Macintoshes, and a Linux PC. So, even as a computer industry professional, wary of Microsoft longer than most people even knew it existed, I'm forced to succumb to using their software just to do one menial part of my job. This obviously bothers me, and nothing in the proposed remedy addresses these concerns.

Regards,

Robert J. Slover
Commercial Software Engineer *and* Free Software Developer